

# **COLLECTIVE AGREEMENT**

**BETWEEN**

## **THE HAMILTON SPECTATOR**

**A DIVISION OF METROLAND MEDIA GROUP LTD.**

**AND**



**UNIFOR LOCAL 87-M**

**EDITORIAL DEPARTMENT**

**EFFECTIVE**

**January 1<sup>st</sup>, 2016 – December 31<sup>st</sup>, 2018**

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## **RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent for all employees of The Hamilton Spectator in its Editorial or News department as defined by the Certificate of Recognition issued to the Union by the Labour Relations Board of the Province of Ontario on the 21st day of December, 1982, except: Editor-in-Chief; Executive Administrative Assistant to the Editor-in-Chief; Executive Editor; Managing Editor Readership; Managing Editor News; Production Editor; City Editor; Visuals Editor; Canada & World Editor; GO Editor; Sports Editor; Business Editor; Night City Editor; Regional Editor; News Editor; Saturday Editor; Food & Wine Editor and Opinions Editor.

## **SECTION 1 - COVERAGE**

The jurisdiction of the bargaining unit is the kind of work either normally or at present performed by employees as defined in the Recognition section. Such work shall be assigned only to such employees, except to the extent that it is now performed by persons filling the excluded positions named in the Recognition section. The employer may continue with the present practice of using freelancers, but the use shall not be increased so as to result in the loss of employment of a regular employee.

## **SECTION 2 - FUNCTIONS OF MANAGEMENT PRESERVED**

The management of the enterprise in accordance with its responsibilities and policies including the right to control operations; hire, promote, demote, transfer, suspend or discharge employees; determine complement and the number of employees required from time to time; schedule working hours; introduce new methods, equipment or facilities; extend, curtail or cease operations; and other normal functions of management are vested exclusively in the employer. The employer agrees such functions shall be exercised in a manner consistent with the provisions of this agreement.

## **SECTION 3 - MEMBERSHIP**

It is a condition of employment of any employee, as of the date of the signing of this agreement, who is a member of the Union or who thereafter becomes a member of the Union, that he or she remain a member for the Duration of the agreement.

Each new employee shall become a member of the Union on the first day following completion of their probationary period.

The Union agrees that it will retain in membership any employee subject to the Constitution of Unifor and the Bylaws of the Unifor, Local 87-M.

#### **SECTION 4 - DUES DEDUCTION**

- 4 (a) The employer shall make dues deductions as required by law and shall deduct weekly from the normal weekly earnings, of each employee whose position is covered by this Agreement and shall pay to the Union not later than the tenth (10th) day of each month, all regularly scheduled Union membership dues. Such membership dues shall be deducted from the employee's earnings in accordance with the Union's schedule of dues rates furnished the Employer by the Union. Such schedule may be amended by the Union. However, thirty (30) days' notice must be provided to Human Resources to enable any change to be implemented.
- 4 (b) 1) The Employer shall supply the Union, on date of signing the agreement, and annually thereafter on or about April 15, with a list containing the following information for each member of the bargaining unit:
- a) Name and address
  - b) Date of hiring
  - c) Classification and status
  - d) Experience rating and experience anniversary as designated by the employer
  - e) Salary including payments above the minimum
- 2) Changes to the above information shall be provided to the Union.
- 3) On signing of the agreement, and annually thereafter, the employer shall distribute to the employee, a form on behalf of the Union, seeking on a voluntary basis, any additional information desired by the Union.
- 4) The employer shall notify the Union of resignations, retirements, deaths, leaves of absence and effective date.
- 4 (c) The Company will notify the Union Chairperson of new hires into the bargaining unit and their expected start date.

#### **SECTION 5 – HOURS & OVERTIME**

- 5 (a) 1) The standard work week for days, afternoons, or nights shall be thirty-seven and one-half (37-1/2) hours in seven (7) calendar days.

2) The hours comprising a week's work may be made up of a combination of five (5) days, afternoons, splits, or night shifts. The employer has the right to schedule days off as necessary to meet the Company's needs, but every reasonable effort shall be made to schedule consecutive days off. Every reasonable effort shall be made to keep combination shifts to a minimum.

3) In the event of a shift change (other than a temporary change which shall not be for longer than a month), the employer will discuss and consider career aspirations and personal preference of the employee involved and in the event of a disagreement over a shift change, may consider possible alternatives. The final decision to change shifts rests with the employer. Ten days notice shall be given to the affected employee of shift changes involving a difference in shift start time of five (5) hours or more. A full five (5) days notice shall be given in a shift change of greater than one (1) hour and less than five (5) hours. The notice period may be reduced with the agreement of the employee.

4) An employee whose regularly scheduled shift has been changed shall not be compelled to start the new shift without a twenty-four (24) hour break.

5) Notice of a Sunday publication shall be provided in accordance with the provisions of Section 27. Shift schedules will be arranged in accordance with the provisions of Section 5.

6) It may be necessary from time to time to assign employees to split shifts, however, every reasonable effort shall be made through scheduling to avoid such shifts. In keeping with this commitment, where practical, employees shall be permitted to opt for late starts where such late starts provide a viable alternative to split shifts. Notice of a requirement to work a split shift shall be given to the employee no later than 2:00 p.m. of the preceding day the shift is to be worked, except where the need for a split shift could not be foreseen by the Company.

An employee shall not be precluded from choosing to work split shifts, if the Company agrees.

7) No advance notice need be given of a change in starting time if the change is no more than one hour earlier or later than the scheduled starting time.

5 (b) The standard unit of hours which shall constitute a day's, afternoon's or night's work, shall not be more than seven and one-half (7-

1/2) exclusive of a lunch time without pay of not less than thirty (30) minutes nor more than one (1) hour.

- 5 (c) 1) Overtime shall be defined as work beyond the unit of hours in a shift and the unit of hours in a work week and shall be paid for at the overtime rate. For the purpose of calculating work beyond the unit of hours in the work week, hours worked will include hours of paid leave during the week in question. An employee assigned to work their day off will be paid the minimum of a full day's pay at the overtime rate.
- 2) The overtime rate shall be defined as time and one-half the regular straight-time hourly rate. Overtime which exceeds three (3) hours before or after a regular shift will be compensated at double the regular straight time hourly rate. Overtime following or prior to working a sixth, seventh or a statutory holiday shift will be compensated at double the regular straight time hourly rate.
- 5 (d) 1) An employee required to work after his regular working day shall be guaranteed at least fifteen minutes' pay at the overtime rate.
- 2) An employee called back to work after having left the property shall be guaranteed at least three hours' pay at the overtime rate, plus \$7.00 for the call. An employee shall be considered called back to work when they are required to report to the office or other locale, but shall not be considered called back to work in response to a telephone call to impart information to the employer. However, should the employee be required to make further immediate business phone calls as a result of the call from the employer or its representative, the employee shall be entitled to overtime at the overtime rate for time spent on these calls.
- 5 (e) If during the term of this agreement day off schedules covering employees encompassed by this agreement must be altered, two week's notice will be given, except where the need could not reasonably have been foreseen by the employer.
- 5 (f) An employee shall not be required to begin one scheduled working day sooner than eleven (11) hours following the end of another scheduled working day.
- 5 (g) Overtime in excess of two (2) hours following (or prior to) a regular shift, shall entitle the employee to one meal allowance of thirteen dollars (\$13.00), or at the option of the company a supplied meal.
- 5 (h) Employees required to work overtime may elect time off in lieu of pay. Such time may be banked to a maximum of ninety (90) hours. While

ninety (90) hours remain in the bank, any additional overtime shall be paid.

Banked time off will be scheduled to avoid interference with the operation of the department and must be approved by the Department Head. Regularly scheduled vacation shall have precedence over requests for banked time off. In the event of recurring problems in scheduling time away, the employee may request a meeting between her/ himself, the Union representative, Human Resources and the Department Head.

5 (i) No employee shall be required to work more than four (4) consecutive hours without at least a thirty (30) minute unpaid lunch break.

5 (j) Regularly scheduled overtime shifts for an employee shall become voluntary after four (4) consecutive weeks of such scheduling.

5 (k) Overtime rates will apply to shifts starting on or before midnight on a statutory holiday.

## **SECTION 6 - GENERAL WAGE PROVISIONS**

### **6 (a) Experience Definition**

In the application of the following schedules of minimums, experience shall include all employment in comparable work. Employees shall be classified as to job title and experience rating at the time of employment, transfer or promotion. An employee paid the salary for an experience classification higher than their actual experience requires shall receive such higher experience rating and thereafter advancement to succeeding salary minimums shall occur on the anniversaries of such upgraded rating. An employee paid a salary between that for their experience rating and the succeeding one shall be advanced to not less than the succeeding minimum on the next anniversary of their experience rating. Any disagreement with the experience rating must be made to the Employer within 120 days of the date of hiring.

### **6 (b) Salaries Above Minimum**

The minimum wages established herein are minimums only. Salaries above those provided in Section 7 may be paid to an individual employee as recognition of individual merit and performance.

6 (c) The employer may, subject to the provisions of Section 5, call employees to work at any time and for the purpose of determining the rate of pay which applies it shall be understood that day shift rates shall apply to all starting times which commence between 6:00 a.m. and 12:59 p.m. Shift differential shall apply to all shifts which commence between 1:00



p.m. and 5:59 a.m. In no case, however, shall overtime on a day shift be construed as making night rates applicable to work which in the absence of overtime would be at day rates, and overtime worked at the end of a day shift shall not change such shift to a split shift. (Effective September 3, 2007)

- 6 (d) When an employee is transferred temporarily to a higher classification, the employee shall receive the salary scale in the temporary classification which is next highest to the scale received by the employee in their regular classification for a minimum of one (1) hour.

In the case of temporary transfers, merit money shall follow the employee to the new classification but in no case shall payment of merit money result in an employee being paid in excess of 10% of the new minimum scale salary to which they are entitled.

Any employee transferred temporarily to an excluded position shall receive an increase to the Group 1 rate or \$10 per shift, whichever is larger.

- 6 (e) When an employee is promoted to a higher classification, the employee shall receive the salary scale in the classification to which he or she is promoted which is next highest to the scale to which the employee received in their former classification.

- 6 (f) The newly created classifications of Paginator, Multimedia Production Assistant, and Newsroom Support, and the classifications of Editorial Assistant, Senior Information Technician and Information Technician, will perform non-journalistic functions. Staff in these classifications may be called upon to work in journalistic roles, provided they have the skill and ability, in emergency circumstances.

- 6 (g) All current incumbents in group 6 as of the date of ratification will have their wages grandfathered at their current rate, and will be eligible for salary increases in accordance with the collective agreement.

## **SECTION 7 - LIST OF EDITORIAL CLASSIFICATIONS AND CLASSIFICATION GROUPS**

### **Minimum Salary Scales – January 1, 2016**

**Group 1**                      \$ 1,562

Art Director; Art & Entertainment Editor; Magazine Editor; Features Editor; Wire Editor; Senior Wire Editor; Forum Page Editor; Weekend Editor; Assignment

Editor; Special Reports Editor; Enterprise Editor; Spectator TV/Books Editor; Discover Editor; Music Editor; Health Editor; Style Editor; Web Editor; and, Content Editor.

**Group 2**                    \$ 1,468

Assistant Sports Editor; Slot Editor; Design Editors; Columnists; Cartoonist; Headline Editor; and Senior Photographer.

<b><u>Group 3</u></b>	1st	2nd	3rd Year	4th Year	5th Year
		Y			
		e			
		a			
		r			
Editorial writer/ copy editor Copy Editors	\$1,029	\$1,119	\$1,230	\$1,336	\$1,450

<b><u>Group 4</u></b>	1st	2nd Year	3rd Year	4th Year	5th Year
	Year				
Reporters Photographers Multimedia Technician	\$ 952	\$ 1,046	\$1,153	\$ 1,259	\$1,376

<b><u>Group 5</u></b>	1st	2nd Year	3rd Year	4th Year	5th Year
	Year				
Senior Information Technician	\$ 929	\$ 1,065	\$1,134	\$ 1,259	\$1,376

<b><u>Group 6</u></b>	1st Year	2nd Year	3rd Year
Paginator Multimedia Production Asst Editorial Assistant Information Technician	\$ 702	\$ 730	\$ 750

<b><u>Group 7</u></b>	1st Year	2nd Year	3rd Year
Newsroom Support	\$ 574	\$ 591	\$ 653

Effective January 1, 2017, the 2016 minimum salary scales above shall be increased by 1%.

Effective January 1, 2018, the 2017 minimum salary scales, shall be increased by the annual average percentage change in the CPI for Ontario, but the minimum increase shall be no less than one percent (1%) and the maximum shall be no more than two and a half percent (2.5%)

**Shift Differential**                      \$13.50

## **SECTION 8 - VACATIONS**

8 (a) For the purpose of this agreement, a week of vacation is understood to mean five (5) consecutive working days within the year in question.

8 (b) All regular employees on the active payroll for the entire previous twelve (12) months as of the first day of June shall be entitled to three (3) weeks' vacation with pay, at their regular rate, during the year in question.

8 (c) All regular employees on the active payroll with less than twelve (12) months service as at June 1 shall be entitled to one (1) day for each month of service up to June 1 to a maximum of ten (10) days.

8 (d) All regular employees on the active payroll who have six (6) years' continuous service with the Company by June 1st shall be entitled to four (4) weeks' vacation at regular straight time pay.

8 (e) All regular employees on the active payroll who have thirteen (13) years' continuous service with the Company by June 1st shall be entitled to five (5) weeks' vacation at regular straight time pay.

8 (f) All regular employees on the active payroll who have twenty-three (23) years' continuous service with the Company by June 1st shall be entitled to six (6) weeks' vacation at regular straight time pay.

8 (g) Where an employee is entitled to three (3) weeks or more vacation, they will receive two (2) weeks consecutively in the period June 1st to September 30th and the balance during the remainder of the year. The entire year shall be open for vacations.

8 (h) The Employer retains the sole right of determining how many, if any, replacements are to be hired.

8 (i) All vacation credits shall be paid when members cease to be

employees of the Company. The summer vacation schedule (covering the period from May 1 to October 31) will be made available to employees by the end of the first week in March and completed by the end of the first week in April. The winter vacation schedule (covering the period November 1 to April 30) will be made available to employees by the end of the first week in September and completed by the end of the first week in October. The Company agrees to confirm vacation dates within four weeks of completion of the vacation schedules.

8 (j) In cases of conflict over vacation dates, seniority shall prevail within vacation groupings. In approving the vacation schedule, the employer shall determine the number of employees needed at all times in order that there be no interference in the operation of the department. Employees who fail to submit their vacation requests within the posting periods, shall forfeit their seniority rights. In such cases, vacations shall be granted on a first-come, first-serve basis.

8 (k) The vacation shall be a rest period for work performed and to be performed, and in no way shall be considered part of compensation.

8 (l) An employee who is absent from work due to illness or injury for a minimum of three days prior to the commencement of the employee's scheduled vacation, shall be allowed to reschedule all such vacation provided that the injury or illness is supported by a medical certificate acceptable to the Employer, the employee's request to reschedule is given prior to the start of the vacation and the rescheduling does not generate additional cost or penalties to the Company. Such vacation time shall be rescheduled by mutual agreement between the employer and the employee.

## **SECTION 9 - RECOGNIZED HOLIDAYS**

9 (a) All employees, whether or not such employees actually work on the holiday, shall receive, without loss of pay, the following ten (10) holidays: New Year's Day, Family Day, Good Friday, Victoria Day (May), Canada Day, Civic Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and two (2) floating days to be taken at a time to be mutually agreed between the employer and the employee. If, during the term of this agreement, an additional holiday is legislated by government, then that new holiday shall take the place of one of the above- mentioned floating days.

9 (b) The Employer may print the newspaper on any day so desired regardless of whether it may be an accepted holiday or not.

- 9 (c) An employee assigned to work on a statutory holiday shall be paid a minimum of a full day's pay at the overtime rate and shall be granted a day off with pay at a time mutually agreed upon between the employer and the employee. Where such alternate day off cannot be arranged within sixty (60) days, the employee has the option of receiving a day's straight time pay in lieu of the holiday or, if their timebank does not exceed ninety (90) hours, banking the straight time.
- 9 (d) If a statutory holiday falls on an employee's scheduled day off or during an employee's vacation period, the employee shall be entitled to an alternate day off at a time mutually agreed upon between the employer and employee. Where such alternate day off cannot be arranged within sixty (60) days, the employee may, if their timebank does not exceed ninety (90) hours, bank the straight time. Where such election would see the timebank exceed ninety (90) hours, the employee shall receive payment in lieu of the holiday.
- 9 (e) Employees may request to change any of the holidays listed above for another religious holiday. The employee must notify the Employer of his/her desire to change holidays at least four (4) weeks in advance of the holiday(s) he/she wishes to change. The Company will consider the practicality of such and communicate its decision within two (2) weeks of the request.

## **SECTION 10 - BENEFITS**

- 10 (a) For all eligible full time employees on the active payroll as at June 1<sup>st</sup>, 2011 and for the remaining term of this contract, the monthly premiums for the Dental Plan and Supplementary Medical Plan shall be shared 80% by the employer and 20% by the employee, paid through payroll deductions. All new employees hired after January 1, 2011 will be part of the Metroland Benefit plan according to the terms and cost sharing formulas of those plans.

Without cost to the employee, the Company will provide all full-time eligible employees on the active payroll during the term of the contract, with a Group Life Insurance Plan which, in the event of the employee's death, would pay a sum equivalent to the employee's annual salary at the time of his/her death.

The Company will provide all full-time eligible employees on the active payroll during the term of the contract with access to a Long-Term Disability Plan. Enrollment in the plan is mandatory and employees are responsible for the cost. (Effective October 1, 2007)

During the life of this agreement the Company will continue to provide benefits comparable to those in effect under the above plans as at the date of signing of this agreement. It is understood that the insurance company may make administrative changes within standard administrative practices within its industry. The Employer reserves the right to select and change the insurance company responsible for the above plans provided comparable benefits are continued.

\*\*The company agrees it will not seek to increase the employee co-pay beyond 20% for a period of seven (7) years from the date of ratification.

10 (b) The Employer agrees to continue the existing contributory pension plan during the life of this contract. Effective December 31<sup>st</sup>, 2010 the existing defined benefit contribution pension plan will be closed to new members. Employees hired after January 1, 2011 will be eligible for membership in the Metroland GRSP/DPSP plan according to the terms and conditions of that plan. Effective June 5<sup>th</sup>, 2013 current employees who are not members of the defined pension plan, may choose to enter the new Group RRSP/DPSP at any time.

10 (c) Full-time employees who have completed three (3) months of continuous service are eligible for the Employer's short-term disability benefits, which provide continuance of the employee's regular salary during the first six (6) months of illness or disability. To qualify for benefits, an employee must be unable to perform his/her normal duties due to illness or injury as per established practice, be under the continuing care of a physician and not engaged in any occupation or employment for wages or profit.

The Company has the option to cease any sick pay benefits if they are not satisfied that an employee has supported or substantiated his/her inability to work due to illness.

10 (d) Where, as a result of conflicting medical assessments, either party may request an independent medical evaluation (IME). The Company and the Union will mutually agree on a suitable IME provider.

## **SECTION 11 - DISCHARGE**

11 (a) For employees who have completed their probationary period, the employer agrees that there shall be no discharge except for just and sufficient cause. A probationary employee may be dismissed for any reason in the sole discretion of management and such employee shall not have any recourse to the grievance or arbitration procedure with respect to discharge or any disciplinary action imposed.

11 (b) There shall be no disciplinary action taken against any seniority employee except for just and sufficient cause. A member of the Union executive shall be contacted immediately and the unit chair shall be notified in writing of any such action. Any employee so disciplined shall be informed of their right to have a union steward present at such interview. Any action which does not require an office interview or result in a loss of pay to a seniority employee shall not be considered to be disciplinary action.

11 (c) Except for discharge for gross misconduct, in the event that a seniority employee is discharged, at least two (2) weeks' notice in writing shall be given, or equivalent pay in lieu of notice. A copy of the notice of any termination of employment of a seniority employee, which shall include the reason for discharge, shall be sent to the Union at the same time as it is sent to the employee.

11 (d) New employees shall be considered probationary employees for the first ninety (90) shifts worked or six (6) calendar months, whichever occurs first. The probationary period may be extended up to a maximum of ninety (90) days with the agreement of the Union.

11 (e) No disciplinary letter or other expression of dissatisfaction in either written or computerized form shall be placed under an employee's name or used against the employee at any time unless it has been seen by the employee at the time of issue. The employee shall be entitled to a copy on request.

Personally addressed notes of commendation from the Employer will be placed in the employee's personnel file.

Provided there is no reoccurrence of disciplinary action, removal of disciplinary letters and written expressions of dissatisfaction from an employee's personnel file shall take place after two years.

Should there be a reoccurrence of discipline within the above time periods, then it is understood that such time periods will start over.

It is understood that the Company may retain information removed from an employee's personnel file for information purposes only. The Company agrees not to use such removed information at future disciplinary hearings or arbitrations.

11 (f) There shall be no discriminatory or disciplinary action taken as a result of putting this agreement into effect.

11 (g) An employee shall be entitled to a copy of any criticism, commendation, appraisal or rating affecting such employee that is placed in their personnel file.

11 (h) An employee or the Union (with the employee's permission) shall, upon written request, have the right to review his or her personnel file in the presence of a management representative and shall, upon request, be

provided with copies of any criticism, commendation, appraisal or rating therein.

11 (i) Part-time employees transferred to full-time positions shall be subject to a ninety (90) day trial period. If the part-timer proves unsuitable, they will be returned to their previous position or comparable position at the same salary rate in effect for that classification.

If a part-time employee is transferred to a full-time position within four (4) weeks of termination of temporary status, their probationary period will be reduced by the length of such temporary employment provided such temporary employment was in the same job classification.

## **SECTION 12 - SEVERANCE PAY**

Employees released by the Company shall receive two (2) weeks' regular straight time rate pay for each years' service up to a maximum of fifty-two (52) weeks' pay. Such severance pay shall be a minimum of eight (8) weeks for an employee released in the event of merger or consolidation. It is agreed that any employee discharged for cause or leaving voluntarily shall have no right to severance pay under this agreement.

## **SECTION 13 – EXPENSES**

13 (a) The employer shall pay all authorized expenses incurred by the employee in the service of the employer upon submission of expense reports in the prescribed form, supported by vouchers or receipted bills when normally obtainable. Employees shall continue to be compensated for use of a personal automobile at rates based on the following;. 42 cents per kilometer effective May 23<sup>rd</sup>, 2013, 44 cents per kilometer effective January 1<sup>st</sup>, 2014 and 45 cents per kilometer effective January 1<sup>st</sup>, 2015. All expense accounts should be submitted monthly where practical.

13 (b) Employees regularly required to use their automobile on company business will be reimbursed for business insurance to a maximum of



\$250.00 per year. The employee will furnish proof of insurance to the employer on request.

13 (c) An employee who starts or finishes work between 1:30 a.m. and 5:00 a.m., or, an employee who finishes an unscheduled overtime period after 11:00 p.m., shall, upon request, be furnished with a taxi voucher. The individual limit for a single trip is to be \$17.00.

13 (d) The employer agrees to subsidize safety boots/shoes to a maximum of seventy dollars (\$70.00) on a one time basis only, for employees required to wear safety boots as determined by their supervisor.

## **SECTION 14 - LEAVES-OF-ABSENCE**

14 (a) 1) Upon application in writing, leaves-of-absence without pay may be granted at the discretion of the employer for good and sufficient cause. Any refusal shall be covered by a letter of explanation.

2) In addition to the above, an unpaid leave of up to twelve (12) months may be granted on attaining four (4) years' service and again of up to twelve (12) months after every eight (8) year anniversary of employment for professional development, education or apprenticeship programs. Such leave shall not be unreasonably denied.

3) No more than three (3) employees need be granted leave provided for in section (2) above at any one time.

Leaves provided for in (2) above shall be granted first to the most senior employee applying. No employee shall be granted a second leave-of-absence under section (2) while other employees are awaiting leave under the same section except if the course of studies lasts more than one year, in which case renewal of the leave will be considered ahead of new leaves.

14 (b) The Employer will grant an employee a leave of absence without pay or benefits to work in an official full time capacity for the Union, the Canadian Labour Congress or the Ontario Federation of Labour. During this period, the employee will continue to accrue bargaining unit seniority. The annual general wage increase will apply; however, the employees' rate will not progress through the salary grid and will remain frozen at the level attained at the time of departure. Pension plan shall only accrue if the Employer's contributions are paid by the labour organization. The employee must give the Employer one (1) month written notice of such a

leave, or of an election that may lead to the need for a leave and, if operational concerns require it, up to two (2) weeks more notice after the election. No more than one (1) employee may be absent on this leave at any one time.

14 (c) 1) Leaves-of-absence without pay upon written request shall be granted to employees elected or appointed delegates to conventions of Unifor or any organization with which Unifor is affiliated and to delegates to special meetings called by Unifor, provided that no more than two (2) such leaves need be granted at any time and leave to any such delegate shall not exceed seven (7) calendar days, with the exception of attendance at the Labour College of Canada, in which case the leave will cover the term.

2) A bargaining committee member shall not suffer loss of wages, where, by mutual agreement between the parties, negotiations for a collective agreement are scheduled during their scheduled working hours.

3) Bargaining Committee members may, upon approval of the Employer, be given time off work to prepare for negotiating days related to renewal of this Collective Agreement. Adequate notice will be provided to the Employer when requesting preparation days off. Approval for such preparation days shall not be unreasonably denied.

Where such days are approved, Bargaining Committee members will receive pay in the normal manner for regular hours on that day, however the Company will bill the Union for such pay and any associated payroll costs. The Union will make every reasonable effort to pay such bills within thirty (30) days of the invoice date. The Employer shall not be responsible for payment for overtime hours not worked as a result of preparation days.

14 (d) An employee shall request a leave-of-absence in writing at least one month before the date the leave is to begin, where the leave exceeds three months. When a leave-of-absence is for three (3) months or more, the employee must advise the employer in writing, at least one month before the expiration of the leave, of their intention to return to the position. Failure to give such notice shall be taken as voluntary resignation.

14 (e) Leaves provided for in Section 14(a)1 and those extending beyond one (1) month under section 14(a)2 or 14(b) shall not constitute breaks in continuity of service, but shall not be considered service time in the computation of benefits dependent upon length of service. Seniority shall continue to accrue for all other leaves under Section 14 of this Collective

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- 14 (f) It is recognized that an employee on leave-of-absence may be replaced and that such replacement may be terminated on the return of the absent employee without recourse to the grievance procedure. Such termination of a replacement employee shall apply only to temporary employees hired as a result of the leave-of-absence. A permanent employee transferred from within to fill a vacancy caused by a leave-of-absence shall be returned to their former position upon the return of the absent employee.
- 14 (g) In the case of a death in the immediate family, employees shall be entitled to a bereavement leave of three (3) consecutive days with pay. The immediate family shall include the employee's mother, father, legal guardian, sister, brother, spouse (including common-law spouse and same sex spouse), children, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-children, step-parents and step-siblings. Time off for other funerals may be granted at the discretion of the department head. Bereavement leave will not apply when the employee is on vacation or drawing sick pay. Additional arrangements may be made by mutual agreement for the employee to extend bereavement leave by taking time off from their time bank, vacation credits or unpaid leave. Permission for such leave extension shall not be unreasonably denied.
- 14 (h) Unpaid pregnancy/parental leave shall be granted upon request according to the following chart:

Birthing mother - up to a total of 52 weeks.  
Natural father - up to a total of 37 weeks.  
Adoptive mother - up to a total of 37 weeks.  
Adoptive father - up to a total of 37 weeks.

Such leave may be extended at the employee's option by adding vacation and/or timebank leave. If the leave extends over a calendar year end the employee may elect to defer their current year's vacation to the next year - such deferred vacation to be paid at their previous year's wage rate.

- 14 (i) If an employee would have been subject to layoff during any leave under this Section, then their right to return to work will be governed by the Layoff/Recall Section of this agreement.

## **SECTION 15 - TEMPORARY EMPLOYEES**

- 15 (a) A temporary employee for the purpose of this Section is one employed full-time, (more than 24 hours per week):

(I) for a period of up to four (4) months to cover for vacations.

(II) to cover a leave-of-absence, including sickness and maternity leave, for the duration of such absence.

(III) for special assignments for periods up to four (4) months - in such instances the Union shall be notified in writing as to the reason for such employment, and its expected duration. No such temporary posting shall exceed four (4) months without the approval of the Union. When such approval is given, the situation shall be reviewed every four (4) months thereafter. Union approval shall be required at every four (4) month review for the posting to be extended.

15(b) 1) Time worked as a temporary employee shall be credited solely for the purpose of establishing salary rate.

For employees transferred to regular employment after January 1, 1990, seniority and service time for purposes other than probation and eligibility for benefit plans, shall date from the date on which uninterrupted service began. Service time for probation purposes is covered in Section 15(b)2.

Effective July 7, 1995, for temporary employees hired into regular employment within four (4) weeks of completion of the temporary posting, time worked in such temporary employment shall be credited as seniority, however service time for purposes other than probation shall date from the date that full-time regular employment began. Service time for probation purposes is covered in Section 15(b)2.

2) If, within four (4) weeks of termination of temporary status, an employee is brought on permanent staff, their probation shall be reduced by the length of such temporary employment provided such temporary employment was in the same job classification.

3) Length of employment as applicable to temporary employees who work full-time will be calculated as the number of shifts worked. Length of employment as applicable to temporary employees who work part-time will be calculated as one-and-a-half times the number of shifts worked.

15 (c) 1) The following sections of the Agreement are excluded for temporary employees: 8, 9, 10, 12, 14, 19, 23, 24, 25, and the part-time section. Further, the provisions of subsections 14(f) and 14(g) shall apply to temporary employees.

2) Temporary employees shall receive without loss of pay, any statutory holiday which falls within their period of employment.

3) Temporary employees shall be paid 4% of their regular wages in lieu of annual vacation. Such payments will not apply where a temporary employee is transferred with uninterrupted service to regular employment at which time the employee will be covered by the paid vacation provisions of Section 8.

15 (d) Temporary employees shall not be employed to eliminate full-time or part-time employees.

15 (e) The Employer shall supply the union with a record of annual total hours of temporary employment within the Union bargaining unit by February 28 of the following year.

## **SECTION 16 - PROMOTIONS AND TRANSFERS**

16 (a) 1) An employee may be transferred from the area encompassed by the Regional Municipalities of Hamilton Wentworth, Halton, Niagara and Haldimand-Norfolk to an office or bureau outside this area, but only with the consent of the employee, which shall not be unreasonably withheld. The employer, however, shall subsequently have the right, without the employee's consent, to return the employee to this area or, similarly, to transfer an employee, presently employed outside, to this area.

2) In the event of other transfers, the employer will discuss and consider the career aspirations and personal preferences of the employee involved. In the event of a disagreement over a transfer, the employer will discuss the circumstances with the employee and may consider possible alternatives but in any event will review the affected employee's position semi-annually. The final decision to transfer rests with the employer.

3) Authorized transportation and moving expenses shall be paid where the distance from the former to the new office or bureau is 40 kilometres or more by road. However, such moving expenses shall not be paid where the employee's present residence is 25 kilometres or less from the new office.

16 (b) 1) The employer agrees not to transfer an employee to a position outside the bargaining unit without the employee's consent.

- 2) An employee will not be penalized for refusing to accept such a transfer.
- 16 (c) 1) An employee promoted to a higher classification and found unsuitable for that classification shall be restored after not more than three (3) months to their previous classification and salary. The trial period may be extended an additional three (3) months by mutual agreement between the Employer and the Union.

- 2) An employee promoted to such higher classification shall be given an evaluation of their progress at least once every month during their trial period, with a summary in writing.

- 3) An employee promoted to a higher classification within the area of regional municipalities of Section 16(a)1 may, at their option, be restored after not more than three months to their previous classification and salary. If an employee transferred to Ottawa elects to return for good and sufficient reasons within the first three (3) months, then permission shall be granted, however the Company is not obligated to cover the return moving expenses.

16 (d) 1) The Employer will post notices of all vacancies and new positions for a minimum of ten (10) days and all bureaus will be otherwise notified. The notice shall highlight basic qualifications. All employees applying shall be granted an interview. Unsuccessful candidates will be given a second interview where they will be told why they did not receive the job. It is understood that the Company may begin the interviewing process during the posting period.

- 2) Copies of such notices shall be sent to the Union, with minimum delay.

- 3) Both parties recognize the principle of promotion from within whenever suitable candidates are available, also the need to maintain a high level of competence in all phases of work. Therefore, in selecting a candidate for promotion to a position within the bargaining unit the employer will assess qualifications and abilities and consider seniority. The candidate will be promoted based on overall competency and efficiency as judged by the employer. If competency and efficiency are equal, seniority will be the deciding factor.

16 (e) 1) Subject to Section 15(b) and part xii of the Part-time Addendum, seniority means continuous length of full-time service with the Employer.

- 2) Every person has a right to equal treatment with respect to

employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, political beliefs, marital status, family status or disability, as defined and interpreted under the Ontario Human Rights Code.

16 (f) Where an employee who is temporarily transferred to a higher classification for four (4) months or more, goes on vacation during that temporary period, then the employee will receive vacation pay at the temporary higher rate.

## **SECTION 17 - GENERAL PROVISIONS**

17 (a) The Company agrees that there will be no lockout of employees and the union agrees that there will be no strike while the agreement is in force.

17 (b) An employee's byline shall not be used in news and feature stories over their protests.

Substantive changes to news and feature copy shall be brought to the attention of the employer's representative who shall make reasonable effort to ensure the employee is notified prior to publication. If the employee cannot be contacted, the substantive change(s) may be made and the employee's byline removed.

An employee's byline shall be used by the employer on pieces of analysis, opinion or columns. Editing changes may be made with reasonable concern for the employee's style, however, where extensive changes are made, the employer will make reasonable effort to contact the employee prior to publication to explain the need for such changes. Where the employee has been contacted and disputes such changes, a byline shall not be used over their protest.

17 (c) So far as permitted by law, the employer shall not require employees covered by this agreement, and the Union reserves the employees' right to refuse, to process material from, or destined exclusively for, a source in which an authorized or legal strike in accordance with the Ontario Labour Relations Act, or a lockout of a Local of the Union is in progress. In the event of a legal strike or lockout at Canadian Press, the Union acknowledges that transmitted material from other services utilizing the CP wire, will be handled.

The Union will give the office twenty-four (24) hours' notice that a strike or lockout is in progress before the processing of materials may be stopped in accordance with the foregoing provisions.

17 (d) Employees shall be free to engage in any activities outside of working hours, except where these activities:

- affect the employee's apparent ability to objectively gather, disseminate or make decisions on news or information on behalf of the reader as would reasonably be judged by daily newspaper journalism standards; or
- are performed for other daily publications or media in direct competition for Spectator advertising revenue or circulation, or other publications or media whose primary market is in the Hamilton-Wentworth, Niagara, Haldimand-Norfolk or Halton regions; or
- have an adverse reflection upon the credibility of the employer; or
- through first revealing news items and original opinions to other publications or media, intentionally exploit the employee's connection with the Employer.

For the above activities in which the employee is not free to engage, they may request, in writing, approval of the activity by the Department Head, who shall respond within three working days of receiving the request.

Non-fiction stories as originally written, artwork or photographs taken for The Hamilton Spectator by full-time, part-time or temporary employees done on Spectator time will become the exclusive property of The Hamilton Spectator.

Employees may sell stories, artwork and photographs done on the employee's own time to other non-competitive news and magazine publications. However, when the topic pertains to the employee's field of coverage for The Spectator, the employee shall first notify the employer.

An employee shall seek permission before engaging in any broadcast activity related to their activity at The Spectator. Where permission is granted, they shall make every effort to ensure that they are identified as a Spectator employee. An employee can refuse a company request to engage in non-Spectator broadcast activity.

17 (e) The Employer shall make up the difference between jury/witness fees and basic non-overtime earnings for employees called to serve on juries, or subpoenaed as a witness in judicial proceedings.

In the event that employees are called or subpoenaed as witnesses or participants in proceedings between the parties of this agreement, eg., arbitration hearings, Labour Board hearings, court cases, the employees shall not receive the differential pay if the hearings rule for the Company.



If, however, such proceedings between the parties of this agreement result in a decision (as defined in Section 18(l)) favouring the Union, the employees so subpoenaed or called as witnesses or participants will be recompensed for loss of pay due to their participation. Employees participating in such proceedings or hearings that exceed 3-3/4 hours in a given day, shall not be required to work that day, but will, however, receive no loss in pay if recompensed as above. In all cases, the employee must provide their court certificate or equivalent, as proof of claim.

17 (f) All reference to the Employer/Department Head shall mean the Employer or its representative.

17 (g) In all cases where notice to the Union is required, such notice shall be addressed to the Chairman of The Spectator Unit at the Employer's address, with a copy to Unifor, Local 87-M.

17 (h) Where the masculine is used in this Agreement, it shall be deemed to include the feminine.

17 (i) No employee may attend a Union meeting during their regular working hours except with the approval of the Department Head.

17 (j) The employer agrees to provide for the Union's exclusive use, two notice boards to be installed in mutually agreed locations.

17 (k) No employee shall be required to perform personal errands for the employer or for any supervisor or other staff member.

17 (l) No criticism or retraction of an employee's work shall be published without a reasonable effort to consult the employee.

17 (m) The right of an employee to express in writing in a private letter to the Publisher any matter they believe may violate acceptable or ethical newspaper practice is hereby confirmed.

17 (n) Employees' participation in Spectator promotions through Personal appearances shall be on a voluntary basis. No Employee shall be required to produce materials specifically for promotional purposes or advertisements. However, this does not preclude special editorial assignments.

17 (o) The Company shall inform the unit Chair of any changes to the existing corrections policy.

17 (p) The employer shall continue the Joint Standing Committee as presently in force. The Union shall designate its employee representatives

to sit on the Committee, which will meet to discuss matters of mutual interest and concern.

- 17 (q) It is agreed that Ergonomic issues will be referred to the Joint Standing Committee.
- 17 (r) Where there is the creation of a new bargaining unit position which involves a new title or a change in title from Section 7, the Company will notify the Union and will discuss any disagreements with the Union. Notification to the Union will be prior to announcing the new position.
- 17 (s) A photographer's byline shall not be used on photographs and online visuals over their protests. In cases where the Company decides to use a photograph other than the one submitted by a photographer, or to digitally alter the photograph (not including cropping), the employer shall make reasonable effort to ensure the employee is notified prior to publication. If the employee cannot be contacted, the changes may be made and the employee's byline will not be used.

## **SECTION 18 – GRIEVANCE AND ARBITRATION PROCEDURE**

- 18 (a) The Union shall appoint a Grievance Committee which shall be composed of not more than four members and the grievor. The Employer will deal with representatives of the Grievance Committee on any grievance, individual, group, or policy submitted to the Employer by the Union concerning interpretation, application, administration, or alleged violation of this agreement.
- 18 (b) The Employer shall appoint a Standing Committee of at least two (2) members. The Committee, or its designated alternates will represent the Employer at Stage 3 of the Grievance Procedure.
- 18 (c) The Employer accepts that reasonable time off from normal duties will be required by Union stewards to carry out their responsibilities under this Section. While in all cases, approval will be necessary from the steward's supervisor, such approval will not be withheld without sufficient cause.
- 18 (d) Grievances will be dealt with during the regular office business hours of the newspaper. Should an aggrieved member of the Union not working during normal office business hours of the newspaper be involved, they will have the option of either having a member of the Union Grievance Committee appear in their stead, or appear personally without remuneration for the time involved. Grievances pertaining to the night shift will be handled at a time agreeable to both parties.

18 (e) Grievances arising under this agreement shall be processed as outlined in the steps below. Without limiting an employee's individual rights under the Occupational Health & Safety Act, work shall continue in accordance with the instructions of the Employer's representative until the issue has been settled as provided herein:

### **Step 1**

A grievance by a member of the bargaining unit shall be given to the supervisor in writing, signed by the aggrieved employee and by the Unit Chair or alternate. The nature of the grievance, the section or sections of the agreement which are alleged to have been violated and the remedies sought, are to be set out in writing. If a satisfactory settlement is not reached within five (5) working days or within such longer period as may be mutually agreed, the grievance shall be taken to Step 2 within ten (10) working days following receipt of the supervisor's written decision by the aggrieved party. If a personal grievance is not submitted within sixty (60) days after the origination or occurrence of the circumstances giving rise to it, it shall not be considered as a valid grievance.

### **Step 2**

Grievances not resolved at Step 1 shall be submitted to the Department Head concerned within the time limit set forth in Step 1. Should no satisfactory settlement be reached within five (5) days of the grievance going to the Department Head concerned, the aggrieved party may then proceed to Step 3.

### **Step 3**

Grievances not satisfactorily resolved at Step 2 shall be presented to the Standing Committee by the Union Chair or their designated representative. This step shall be taken within ten (10) working days following the receipt by the aggrieved party in Step 2 of the Department Head's decision. The receipt of such a grievance by a member of the Standing Committee will be acknowledged in writing and a date will be set at that time for a hearing on the matter.

Such meeting date between the Standing Committee and representatives of the Grievance Committee shall be within ten (10) days of any grievance having been referred to it. Should the Union wish to have a Union representative, who is not a Local member, present at such a hearing, the Union must give notice of such intention at the time the meeting date is established.

If a settlement has been reached as a result of such meeting, it shall be final and binding on both parties, unless an objection is lodged in writing within two weeks by either grievance committee. If a written request for arbitration has not been received by either grievance committee within ninety (90) days of such meeting, the grievance shall be deemed to have been settled.

- 18 (f) In the event of suspension or discharge for cause of an employee who has completed a probationary period, representatives of the Grievance Committee may arrange a third stage grievance meeting with the Standing Committee as soon as such a meeting can be set up. It need not necessarily include the presence of the member of the bargaining unit so disciplined. The grievance would then be handled by the Grievance Committee as set forth above. Any grievance alleging unfair discharge shall be filed within thirty (30) days. If the dispute goes to arbitration and the decision of the arbitration board is that the employee should be reinstated, such decision shall also determine if the employee is entitled to compensation for lost time and the amount thereof, and the compensation when so fixed, less other compensation, shall be paid to the employee upon reinstatement. Compensation awarded shall in no case exceed the individual's shift rate for the time lost, however, seniority and benefits will be reinstated if so determined by the arbitration board.

18 (g) All grievance settlements, whether dismissed or substantiated, will be initialed by the aggrieved party and by the representative of management involved at the step at which the grievance was settled.

- 18 (h) The times set out in this grievance procedure are, in all cases, working days (Monday to Saturday inclusive) and exclude statutory holidays and Sundays. The time at any step may be extended by the mutual agreement in writing of a representative of the Grievance Committee and of the Employer.

- 18 (i) Both parties to this agreement agree that any dispute or grievance concerning the interpretation, application, administration or violation of this agreement, including the question of whether any matter is arbitrable, which has been properly carried through all the steps of the grievance procedure outlined above and which has not been settled shall, within thirty (30) days of the date of the initial meeting referred to in Step 3, be referred to a Board of Arbitration at the request of either of the parties hereto.

The period of thirty (30) days after the meeting referred to in Step 3 may be extended by mutual agreement.

18 (j) The party referring a grievance to arbitration shall name its appointee to the Arbitration Board at the time the other party is notified of the decision to arbitrate. The party so notified shall, within five (5) days, appoint its member to the Arbitration Board and the two (2) appointees shall then undertake to select a third arbitrator as Chair of the Arbitration Board.

18 (k) The Chairperson of the Arbitration Board may be selected in any manner agreed upon by the two (2) appointees to the Arbitration Board, but if the two (2) appointees are unable to agree upon a selection, an impartial chairperson or arbitrator shall be selected by the Minister of Labour on request of either party hereto.

18 (l) The decision of the majority of the Board of Arbitration shall govern and in the case where there is no majority, the decision of the Chair shall govern and in all cases the decision shall be final and binding on the parties hereto.

18 (m) The Board of Arbitration, the authorized representatives of the parties or the impartial Chairperson of the Board of Arbitration shall not have jurisdiction to alter, enlarge, modify or amend the provisions of this Agreement, nor to make any decision inconsistent therewith.

18 (n) Expenses in connection with the impartial Chairperson of a Board of Arbitration and a stenographer, where a transcript of the proceedings is mutually desired, shall be shared equally by the Union and by the Publisher. Each party to the arbitration shall pay its share, and only its share, of such expenses directly to the impartial Chairperson of the Board of Arbitration and the stenographer where one is involved.

18 (o) No individual shall be selected as arbitrator or Chairperson of the Board of Arbitration who has been directly involved in the attempts to negotiate or settle the grievance in question.

18 (p) The right to grieve pertains to both parties bound by this agreement.

18 (q) A policy grievance may be deemed to arise when an action is contemplated or an action which has already been taken by one party to this Agreement, is considered by the other party to be a breach directly between them of this Agreement which involves interpretation, application or administration of the Agreement. However, such a grievance shall not include matters which an employee is personally entitled to grieve and the regular grievance procedure shall not be thereby bypassed. Such an

alleged grievance might be termed a policy grievance and would be initiated at Step 3 by either of the parties hereto. A policy grievance will be handled in exactly the same manner as any other grievance, including arbitration, should that prove necessary and shall be initiated at Step 3 within fifteen (15) days of the alleged grievable action. The result of a Step 3 grievance shall be stated in writing and given to the Joint Standing Committee within five (5) days.

18 (r) In the event, that more than one employee is affected by the same circumstance, a group grievance may be initiated at Step 3. If a group grievance is not submitted within sixty (60) days after the origination or occurrence of the circumstances giving rise to it, it shall not be considered as a valid grievance.

## **SECTION 19 - MILITARY SERVICE**

19 (a) In the event an employee enlists or is conscripted into Canadian military service during a time of war in which Canada is engaged, they will be considered on unpaid leave-of-absence, except that in the case of an employee choosing to enlist, a minimum of one year's employment with the employer shall be required in order to be covered by the provisions of this section. On release from military service, an employee shall resume their former position, or a comparable one, with salary commensurate with their experience rating at the time of enlistment or conscription.

19 (b) Time spent in military service shall be considered service time with the Employer only for computing severance pay and length of vacation, excluding all other benefits.

19 (c) If an employee returns from military service incapacitated to the extent they are unable to resume their former employment, the Employer shall make every reasonable effort to place the employee in other acceptable employment with the Employer and shall consult the Union thereon. If such employment is not found, the employee shall receive severance pay.

19 d) Application for resumption of employment must be made within ninety (90) days after termination of military service.

## **SECTION 20 – HEALTH AND SAFETY**

20 (a) The Employer shall continue the Safety Committee as presently in force. The Union shall elect its employee designate to sit on the Committee.

Reports from that Committee shall be available to the Union on request.

- 20 (b) The Employer agrees to make every reasonable effort to provide clean, healthful, sufficiently ventilated, properly-heated and lighted work areas of adequate size.

## **SECTION 21 - AUTHENTICATION AND DISCLOSURE**

- 21 (a) No employee shall be required by the employer to give up custody of, surrender or disclose knowledge, information, notes, records, documents, films, photographs or tapes, or the source thereof, to any person other than the employer and its legal counsel. Except when required by law, the employer shall not surrender custody of or disclose any of the above without consent of the employee.

21 (b) The employer shall notify the employee concerned of any such demand on the employer for such surrender or disclosure.

21 (c) If the employee is proceeded against under law on account of refusal to surrender or disclose in connection with the employee's employment with the employer, the employer shall meet all authorized expenses incurred by the employee, including fees and expenses of legal counsel selected by the employer and shall indemnify such employee against any monetary loss including, but not limited to, fines, damages, or loss of pay, provided that the employee has not falsified material for publication and has not deliberately withheld information from the employer.

21 (d) Historically, where an employee is named in a libel suit as a result of performing authorized work in the normal course of the employee's duties, where those duties have been carried out in a responsible manner, the Company has assumed full responsibility for defending the action, including, where necessary, the provision and costs of legal counsel selected and instructed by the Company, and payment of fines and damages.

The Company will follow this practice during the life of this Collective Agreement provided the employee does not deliberately withhold information from the Employer.

## **SECTION 22 - NEW TECHNOLOGY**

- 22 (a) The Union shall be given at least three (3) months' notice of introduction of new or modified equipment, machines, apparatus or related software

which would result in a possible reduction of the number of regular employees.

The Employer undertakes to make every reasonable effort to affect by attrition or by transfer to a comparable position, any reduction in the number of employees resulting from such introduction.

22 (b) The Employer will also notify the Union and make time available to discuss the introduction of new or modified equipment, machines, apparatus or related software which would significantly change the employee's work.

Where such change takes place due to new technology or work reorganization as a result of new technology, the Employer shall, if so requested by the union, sit down and discuss the changes and the appropriate new classifications which may be created as a result of the changes.

22 (c) Any retraining of employees required by the introduction of new technology shall be done at the expense and on the time of the employer without reduction in salary or impairment of benefits.

22 (d) In the event of a reduction in the number of employees resulting from such introduction, the provisions for bumping of Section 24 apply.

22 (e) No employee at the time of introduction of new or modified equipment, machines, apparatus or related software which results in the transfer of new employees into the Bargaining Unit shall suffer loss of employment or reduction in salary because of this transfer.

If during the term of this agreement such transfers are effected, the Union and the Company shall meet to resolve any issues created by the transfer.

## **SECTION 23 - LAYOFFS**

23 (a) Layoffs to reduce staff for economy reasons, as distinct from discharge for just and sufficient cause, may be made. However, the employer agrees that every reasonable effort will be made through attrition to avoid layoffs.

23 (b) The Union shall be notified at least six (6) weeks in advance of any layoffs, and during this period the employer shall discuss the problems that have led to the layoff with the Union and how such layoffs might be obviated or alleviated. No layoff notices shall be issued to individual employees during the first two weeks of these discussions.



23 (c) Layoffs to reduce staff for economy reasons shall be made within the classification involved in the inverse order of Company seniority.

23 (d) An employee in a classification so affected may elect to enter another classification in which they have proven competence, provided their total Company seniority is greater than that of the employee whom they are bumping. Bumping into a higher classification may occur up to, and including, classifications in Group 3.

23 (e) In the event of layoffs to reduce the force, and while the recall list remains in force, the use of temporary employees or freelancers shall not be increased unless all laid off employees with proven competency in the classification have been offered the additional work and have refused such work. Additionally, after a layoff occurs, the employer will immediately review its temporary and freelance requirements with a view to provide, where practical, work for employees on the recall list.

23 (f) During the notice period before any layoff for economic reasons, the employer shall accept voluntary layoffs, with severance pay as provided in Section 12, from employees in the classifications involved. The number of employees to be laid off shall be reduced by the number of voluntary layoffs received.

23 (g) An employee who bumps into a classification in a lower group shall be paid not less than the top minimum for that group.

23 (h) A full-time employee affected by layoff may elect to bump into a part-time position in which they have proven competency, provided their total company seniority is greater than that of the employee whom they are bumping. Bumping into a higher part-time classification may occur up to, and including classifications in Group 3. Such bumping will only be permitted to the extent that the ratio of displaced part-timers to the original part-time complement immediately before the bumping is no greater than the ratio of displaced full-timers to the original full-time complement before the layoffs.

A part-time employee displaced as a result of this section may elect to bump into another part-time position in which they have proven competence, provided their total company seniority is greater than that of the employee whom they are bumping. Bumping into a higher classification may occur up to, and including, classifications in Group 3.

For purposes of this section, company seniority for part-timers and full-timers shall be based on calendar years of uninterrupted service.

## **SECTION 24 - RECALL**

24 (a) Any employee laid off shall be placed on a recall list for a period of thirty (30) months. Any job opening that occurs in the bargaining unit during that period shall first be offered to any employee on that list in order of Company seniority, provided they are available and have proven competency in the classification in which the vacancy occurs. It is understood that an employee who has transferred into a lower rated classification in accordance with Article 24 shall retain recall rights to their previous classification when a vacancy occurs therein.

24 (b) Refusal to accept a regular full-time job offer in the classification from which the employee was laid off shall result in the employee being dropped from the list. An employee will not be dropped from the list for refusal to accept or for accepting a temporary or part-time position.

If an employee is rehired after the payment of severance pay and before the expiry of the number of weeks so paid for, the unearned severance pay shall be refundable to the employer.

24 (c) The Union and Unit Chair or their designate shall be notified of any intended recall.

24 (d) An employee who is recalled shall be paid the prevailing rate for the classification.

24 (e) A laid-off employee on the recall list that is currently enrolled in the company benefits plan shall continue to be covered under, extended health care, and dental for the duration of the severance pay period.

24 (f) Subject to Section 15(b) and part xii of the Part-time Addendum seniority shall mean the length of continuous full-time employment with the employer. Employment shall be deemed continuous unless interrupted by (a) layoff; (b) dismissal for just and sufficient cause, or (c) resignation.

However, in the case of a layoff, service time and seniority will be frozen at the level established at the time of the layoff. If the employee is recalled from the recall list to regular full-time employment, such service time and seniority will be restored at the frozen level.

24 (g) An employee recalled shall be notified by registered mail, courier service or via\_email sent to their last known address, with confirmation required that the email has been received.

24 (h) The employee shall notify the employer in writing or via email, within seven days of receiving such recall notice , of their intention to return and shall be given an additional seven days to report for work, failing which their name shall be removed from the recall list.

## **SECTION 25 - DURATION AND RENEWAL**

This agreement shall become effective on January 1, 2016, and shall expire on December 31, 2018.

Within ninety (90) days prior to the termination of this Agreement, the Employer or the Union may open negotiations for a new Agreement to take effect upon the expiry of this present Agreement. During negotiations, all terms and conditions of the Agreement shall remain in effect until the conciliation procedures required by law have been completed.

## **SECTION 26 – NEW OR CHANGED PUBLICATIONS**

26 (a) The Employer will give the Union at least eight (8) weeks' notice prior to publishing a Sunday paper except in the case of a competitive event in which case the notice period may be reduced to four (4) weeks. A competitive event shall mean the intrusion by a daily newspaper into Burlington or Hamilton/Wentworth through a major increase in news coverage or the specific selling of local advertising. In such cases the notice period may be less than four (4) weeks with the agreement of the Union. During the notice period, the Employer will discuss implementation with the Union. Such discussions will include establishment of a committee that will discuss issues such as scheduling, staffing, shifts etc. The Employer is not obligated to delay implementation as a result of such discussions.

26 (b) The Employer will give the Union at least eight (8) weeks' notice prior to publishing on a statutory holiday. The notice period may be less than eight (8) weeks with the agreement of the Union. During the notice period, the Union may bring forward concerns regarding members repeatedly scheduled to work the Sunday shift prior to a Monday statutory holiday. The Company will discuss such concerns with the Union and will consider alternate scheduling. The Employer is not obligated to delay implementation as a result of such discussions.

## **SECTION 27 - HUMANITY FUND**

27 (a) The Employer shall in each pay period, deduct \$0.01 per hour for all

regular hours worked from the wages of employees covered by this Collective Agreement.

- 27 (b) The monies so deducted shall be remitted to the charitable foundation known as the Unifor Humanity Fund no later than the 15<sup>th</sup> day of the month following the month in which the hours were worked. The Employer shall also include with the remittance the number of employees for whom contributions have been made.
- 27 (c) It is understood that participation in the program of deductions set out above is mandatory.
- 27 (d) All such employee contributions to the Unifor Humanity Fund shall be recorded on the employee's T4 form.

### **PART-TIME EDITORIAL EMPLOYEES**

This addendum is attached to and forms a part of the Agreement between The Hamilton Spectator, A Division of Metroland Media Group Ltd. , publishing both The Hamilton Spectator and The Burlington Spectator, and Unifor, Local No. 87-M, and covers the separate "Part-Time" bargaining unit described, with the exceptions, under the certification issued by the Ontario Labour Relations Board.

- i) A part-time employee is one who is hired to work regularly 24 hours per week or less, or a student employed during the school vacation period.
- ii) Part-time employees shall be covered by all provisions of this Agreement, except where specifically provided otherwise in the Agreement or in this addendum.
- iii) The following sections of the Agreement are excluded for part-timers: Sections 8,9,10,12,24,25.

Bereavement leave under 14(g) as applicable to part-timers will be limited to the regularly scheduled work days within the three day bereavement period.

The provisions of Section 12 concerning severance pay will apply to part-time employees, except that the calculation of "years' service" will be pro-rated on the basis of shifts worked. Additionally, the provisions of Section 24(h) relating to part-time bumping including seniority calculation will apply to part-time employees.

- iv) A part-time employee shall be paid on an hourly basis not less than an equivalent to the weekly minimum starting salary in their classification.

Students employed during the school vacation period shall be paid no less than 75% of the starting rate in their classification.

- v) Any permanent part-time employee taking a temporary transfer will retain their vacation pay entitlement.
- vi) In computing experience, solely for the purpose of regular step-up wage increases, part-time employees shall be credited with one-and-a-half times their actual hours worked, to a maximum of the unit of hours constituting a normal work week.
- vii) Part-time employees, excluding summer students, shall be paid 6% of their regular wages in lieu of annual vacation each year. Part-time employees with seven (7) years of continuous service shall be paid eight per cent (8%) of their regular wages in lieu of annual vacation each year. Such payments will not apply where a part-time employee is transferred with uninterrupted service to regular employment at which time the employee shall be covered by the paid vacation provisions in Section 8. Summer students shall be paid 4% of their regular wages as vacation pay at the end of their work term.
- viii) All part-time employees who qualify under the Ontario Employment Standards shall be paid for ten (10) statutory holidays. In addition, all part time employees shall qualify for one (1) paid floating day per year. Such day will be in lieu of a regularly scheduled shift and will be taken at a time to be mutually agreed between the Employer and the employee. The payment for the above statutory holidays and floating day will be in accordance with Employment Standards statutory pay calculations.
- ix) Part-timers may be laid off to reduce staff, as distinct from discharge for just and sufficient cause. Layoffs to reduce staff shall be made in the inverse order of Company seniority by classification.
- x) Part-timers who have been laid off shall be placed on a part-time rehiring list for a period of thirty (30) months. They shall be given the opportunity of re-employment to fill any future part-time opening in their classification during that period. Re-employment shall be in the inverse order of layoff from that classification. Refusal to accept a job offer in the classification from which the employee was laid off shall result in the employee being dropped from the part-time rehiring list, however an employee will not be dropped from the list for refusal to accept a temporary position.
- xi) Part-time employees shall not be hired to eliminate or prevent the hiring of full-time employees.

xii) For part-time employees transferred to regular employment after January 1, 1990, seniority for purposes other than eligibility for benefit plans, shall date from the date on which uninterrupted service began, pro-rated on the basis of the number of shifts worked.

(a) Part-time employees who have worked an average of twenty-four (24) hours per week over the previous 12 calendar month period are entitled to participate in the Company's Supplementary medical plan for the year ending December 31<sup>st</sup>. The monthly premium shall be shared 60% employer and 40% employee with the employee with the employee share paid through payroll deduction.

(b) Part-time employees who have worked an average of twenty (20) hours per week over the previous 12 calendar month period are entitled to participate in the Company's supplementary medical plan for the year ending December 31<sup>st</sup>. The monthly premium shall be shared 50% employer and 50% employee with the employee share paid through payroll deduction.

(b) Any employees with part time status on or before December 31, 2010 will move to the Hamilton Spectator 80/20 cost share benefit plan if they are hired to a full-time position.

**MEMORANDUM OF AGREEMENT**

\_\_\_\_\_  
Date

IN WITNESS WHEREOF the parties hereunto set their official seals duly attested, the day and year first above written.

**The Hamilton Spectator, a Division  
of Metroland Media Group Ltd.**

**Unifor - Local 87 - M**

\_\_\_\_\_  
Howard Elliott

\_\_\_\_\_  
Steve Arnold

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Carla Ammerata

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Vic MacBournie

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Jamie Poehlman

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Dana Brown

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Kendra Miller

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Gary Ellis

**Letter # 1**

May 30, 2016

Mr. Steve Arnold  
Unit Chair  
Unifor Local 87-M  
Editorial

Dear Steve :

**RE: FREELANCERS RE: EDITORIAL**

In order to provide comprehensive coverage in our newspaper, the Company must continue with its practice of using freelancers as outlined in 1 (b) of the Collective Agreement.

As a general philosophy, the Company agrees that major news stories should be assigned to members of the bargaining unit and freelancers should not be assigned to work a shift(s).

Jamie Poehlman  
Director, Human Resources  
Metroland Media Group





**Letter # 2**

May 30, 2016

Mr. Steve Arnold  
Unit Chair  
Unifor Local 87-M  
Editorial

Dear Steve:

**PREGNANCY/PARENTAL LEAVE**

During the life of this contract, the Company agrees to continue to pay its portion of the supplementary medical, dental, and group life premiums during pregnancy/parental leaves under Section 14(h).

Jamie Poehlman  
Director, Human Resources  
Metroland Media Group

**Letter # 3**

May 30, 2016

Mr. Steve Arnold  
Unit Chair  
Unifor Local 87-M  
Editorial

**RE : EDITORIAL**

Dear Steve:

Notwithstanding Section 1 of the collective agreement, it is recognized that in the interest of efficiency, it may be desirable for a non-bargaining unit employee to perform certain functions that have previously been performed only by bargaining unit members, i.e. change a headline, change a picture or re-top a story, etc.

The Union will agree under certain conditions to allow excluded employees as described in the Recognition section – Group A to, from time to time, perform such work.

The conditions are as follows:

1. Such work shall not be the primary responsibility of the excluded employee but rather incidental to the employee's normal work.
2. This arrangement is dependent on good faith between the parties and the union will retain all of its rights under the Recognition section – Group A and Section 1. It is also clearly understood that if the union has concerns in regard to this agreement it may give the Company 48 hours notice to cease such activities. This agreement will be null and void if the union's concerns with this arrangement are not satisfactorily resolved at the conclusion of the notice period.

Jamie Poehlman  
Director, Human Resources  
Metroland Media Group

**Letter # 4**

May 30, 2016

Mr. Steve Arnold  
Unit Chair  
Newsroom  
Unifor Local 87

**RE: EDITORIAL**

Dear Steve :

**RE: DRIVING PRIVILEGES LOST**

In the event that an employee required to use their automobile for work purposes loses their driving privileges, the Company intends to continue its practice of making reasonable effort to accommodate the employee during this period.

It is understood that any shift or job changes affecting other employees that could result from such accommodation, will be on a voluntary basis. It is also understood that by doing so, the Company is not condoning the action, which gave rise to the situation.

Jamie Poehlman  
Director, Human Resources  
Metroland Media Group

**Letter # 5**

May 30, 2016

Mr. Steve Arnold  
Unit Chair  
Newsroom  
Unifor Local 87

**RE: EDITORIAL**

Dear Steve :

LETTER OF UNDERSTANDING

The Company and the Union agree that harassment is unacceptable behaviour and will not be tolerated in the workplace. If an employee feels they are subjected to harassment as defined by the Company Policies, they should follow the reporting guidelines outlined in the policy. TThe Company shall immediately launch an investigation into any allegations. When requested by the complainant, the Company will report in writing to the union executive the findings of its investigation and disciplinary action, if any. The union will treat the findings in the strictest confidence.

Jamie Poehlman  
Director, Human Resources  
Metroland Media Group

**Letter # 6**

May 30, 2016

Mr. Steve Arnold  
Unit Chair  
Newsroom  
Unifor Local 87

**RE: EDITORIAL**

Dear Steve:

**RE: PHOTOGRAPHY**

Reporters shall not generally be required to take pictures. However, the present limited practice of reporters being assigned to take pictures or video when a photographer is not available and the picture-taking is considered part of the story assignment, or a picture opportunity may be missed, will continue. At no time shall a reporter be sent out exclusively for a picture assignment unless by mutual agreement.

Jamie Poehlman  
Director, Human Resources  
Metroland Media Group

**Letter # 7**

May 30, 2016

Mr. Steve Arnold  
Unit Chair  
Newsroom  
Unifor Local 87

**RE: EDITORIAL**

Dear Steve:

**RE: JOB SHARING**

Any two editorial employees doing similar work may propose to share a full-time position under the conditions of the company-wide job sharing policy.

Guild members involved in job sharing arrangements shall, for the duration of the arrangements, be classified as part-time employees and be covered by the part-time addendum except for Section (vi) of the addendum. However, a full-time employee who has moved directly into a job-sharing arrangement shall, in the event of layoff, have regular full-time bumping rights as outlined in Section 24(d).

Jamie Poehlman  
Director, Human Resources  
Metroland Media Group

**Letter # 8**

May 30, 2016

Mr. Steve Arnold  
Unit Chairperson,  
Unifor Local 87-M

Dear Steve,

**RE: WEEKEND REPORTING**

Working weekends is a necessary part of The Spectator's publishing requirements. When staff are assigned to work weekends, management will take steps to ensure the schedule is drawn up in a fair and equitable fashion. Management will take steps to ensure weekend shifts are evenly distributed among senior staff. Where possible, part-time and new employees may be assigned weekend work with a view to reducing the number of shifts worked by senior full-time staff.

Jamie Poehlman  
Director, Human Resources  
Metroland Media Group

**Letter # 9**

May 30, 2016

Mr. Steve Arnold  
Unit Chairperson,  
Unifor Local 87-M

Dear Steve:

During this set of negotiations, the Union has raised the issue that some part-time employees would like to be assigned additional hours.

It is therefore agreed that the Company may assign extra hours to part-time employees in accordance with Section 15(a) and/or 15(e). The decision as to whether or not extra hours will be assigned rests solely with the Company. The selection of the employee to be assigned the hours rests solely with the Company, however the selected employee need not accept the hours if it would result in more than 24 hours per week.

It is understood and agreed that additional hours worked by part-time employees will not, under any circumstances, result in the part-time employee achieving full-time status. The Union agrees not to pursue full-time status for part-time employees. The only method for a part-time employee to achieve full-time status is for such part-time employee to be the successful candidate, as selected by the Company, following the posting and interviewing process described in the collective agreement.

Part-time employees who are receiving additional hours may choose to end the assignment of hours that result in them receiving more than 24 hours in a week, provided they give the Company one week's notice.

Nothing in this letter is intended to minimum of hours for part-time employees and it is understood that no minimum exists.

Jamie Poehlman  
Director, Human Resources  
Metroland Media Group



**Letter # 10**

May 30, 2016

Mr. Steve Arnold  
Unit Chairperson,  
Unifor Local 87-M

Dear Steve:

Considerable discussion has surrounded union representation and participation with the company pension plan and its status. The Company will meet with the union committee, comprised of three representatives and an equal number of Company representatives. Further, while the Company is not prepared to agree with all of the union requests, we are prepared to ensure the following with respect to plan information:

- i) When requested, annual meetings with union representation to provide ongoing information exchange with respect to pension fund and impact of CPP.
- ii) Sharing of updated financial statements concerning the plan and summary of fund performance. (i.e. actuarial report).

Yours truly,

Jamie Poehlman  
Director, Human Resources  
Metroland Media Group

**Letter # 11**

May 30, 2016

Steve Arnold  
Unit Chairperson  
Unifor, Local 87M  
The Hamilton Spectator  
Editorial

Dear Steve:

**RE: PAID INTERNS**

Paid Intern positions will not be filled unless bargaining unit members on layoff in the same classification are first given the opportunity for recall to the position. Unpaid intern placements are intended to provide valuable work experience and will not replace or supplement bargaining unit members.

Jamie Poehlman  
Director, Human Resources  
Metroland Media Group

**Letter # 12**

May 30, 2016

Steve Arnold  
Unit Chairperson  
Unifor, Local 87M  
The Hamilton Spectator  
Editorial

Dear Steve:

**RE: ALTERNATIVE WORK SCHEDULES**

Where either an individual or the company are interested in implementing an alternative work schedule, the parties agree to discuss the merits of such an arrangement. The union and company may consent to an agreement outside the collective agreement provided the arrangement does not adversely affect other employees or the needs of the company.

Jamie Poehlman  
Director, Human Resources  
Metroland Media Group

**Letter # 13**

May 30, 2016

Steve Arnold  
Unit Chairperson  
Unifor Local 87M  
The Hamilton Spectator  
Editorial

Dear Steve:

**RE: TEMPORARY ASSIGNMENTS**

The parties discussed the benefits of promoting new initiatives and opportunities. This can be achieved by creating opportunities to promote new ideas and tackle innovative projects. This letter acknowledges the intent of the guild and management to enter into agreements outside the collective agreement granting extended temporary assignments. The union will not unreasonably deny any requests for extended temporary assignments.

Jamie Poehlman  
Director, Human Resources  
Metroland Media Group

## **Letter # 14**

May 30, 2016

Steve Arnold, Unit Chairperson  
Unifor Local 87M  
The Hamilton Spectator  
Editorial

Dear Steve:

### **RE: INTERNET/ON-LINE PUBLISHING**

The parties are in agreement that the company will continue to prosper if it diversifies the publishing of its media content to include a significant emphasis on the internet and that it is in the best interests of all employees to contribute to the success of that diversification.

The parties further agree that achieving success will require a significant commitment of financial and human resources by the company. The employer therefore commits to its best efforts in the following regard:

1. Facilitating the sharing of successful editorial content, projects and ingenuity.
2. Acknowledging that diversification of media publishing has created on going change, reasonable adjustments in processes, deadlines and priorities will occur. This includes the expansion of on-line publishing and other internet based products.
3. The company is committed to continuing its efforts to train bargaining unit members in the appropriate hardware, software, equipment and other requirements of work.
4. The company acknowledges that the creation of quality on-line and in-paper editorial content is primarily the responsibility of bargaining unit staff.
5. The company agrees to create an Editorial Committee comprised of up to three bargaining unit members and up to three 3 members of management. The National Representative of the Union and a Representative from Human Resources may also attend meetings as ex-officio members.

6. The Editorial Committee will be responsible for discussing the integration of internet publishing in the newsroom and ensuring that all staff are aware of the evolving internet initiatives and the work flow necessary to realize the success of these initiatives. The Editorial Committee will be responsible for providing updates to the interested parties.
7. Any recommendations proposed by the Editorial Committee that would impact the collective agreement or impinge on the reserved rights of management would be subject to ratification by the respective principals.
8. The parties also agree that the union and management shall jointly design, distribute, collect and analyze a survey of bargaining unit employees and managers with respect to any workload or assignment concerns – in respect of internet publishing / on-line content. This process shall commence within 30 days of ratification of the collective agreement.

Jamie Poehlman  
Director, Human Resources  
Metroland Media Group

**Letter #15**

May 30, 2016

Steve Arnold  
Unit Chair  
Unifor Local 87M  
c/o The Hamilton Spectator

Dear Steve:

**RE: Advertorial Copy**

This will confirm the agreement that copy editors within the Editorial bargaining unit will undertake copy editing, including head writing, of advertorial content for Wheels, HMM and other new publications as they develop.

The company agrees to pre-screen advertorial copy to ensure advertising and merchandising copy is handled by personnel outside the bargaining unit.

Jamie Poehlman  
Director, Human Resources  
Metroland Media Group

**\* Letter outside the Collective Agreement**

May 30, 2016

Steve Arnold  
Unit Chairperson  
CEP, Local 87-M  
Southern Ontario Newspaper Guild

Steve,

Please be advised by way of this letter that the Company will be implementing a Generic Prescription Drug first program in 2013.

Our current benefit plan includes a Simple Generic Substitution in which the brand name drug is cut back to the lowest priced equivalent. If the prescription states "no substitution", the name brand drug will be provided.

Under the revision, when generic prescription drugs are available only the cost of the generic drug will be covered when "no substitution" is stipulated.

The exception to this is when a generic drug is not available; name brand drugs will continue to be fully covered. Furthermore, when an employee has an allergic reaction to the substitution, name brand drugs will also be covered.

If the employee chooses the name brand drug, they will be prescribed the drug and pay the difference in cost between the generic drug and the name brand drug.

If you require additional information, please do not hesitate to contact me.

Jamie Poehlman  
Director, Human Resources  
Metroland Media Group



**\* Letter outside the Collective Agreement**

May 30, 2016

Steve Arnold  
Unit Chairperson  
Unifor Local 87M  
Southern Ontario Newspaper Guild

Steve,

Upon request by the union, the employer will provide a quarterly report detailing all hours worked in a journalistic classification by Group 6 employees.

Jamie Poehlman  
Director, Human Resources  
Metroland Media Group

## **Family Emergency Leave**

### **Application & Conditions**

1. The entitlement to a family emergency leave is restricted to requests regarding the family members listed in Article 14(g) (Bereavement Leave).
2. A family emergency leave must be a minimum of four (4) weeks and shall be no more than eight (8) weeks. An employee may make a special request for an extension of up to four (4) weeks.
3. An employee's request for an emergency leave will be granted at the Company's discretion and subject to the Company's operational needs. Limits may be placed, at the Company's discretion, on the number of employees in any one department able to take a family emergency leave during any period of time. Permission will not be unreasonably withheld.
4. The Company may require employees taking a family emergency leave to provide medical, or other reasonable, evidence of the need for such a leave.
5. An employee who has been advanced pay under Family Emergency Leave and who has not completed the repayment of that money before ceasing employment (for whatever reason) will still be required to repay the full amount owing to the Company. The employee will sign a direction and authorization to such effect upon the commencement, and as a condition, of such leave.

### **Protocol for Requesting and Granting Leave**

6. Upon application in writing from the employee to the Department Head, a leave of absence to attend to a family emergency may be granted at the discretion of the Company for good and sufficient cause. The Department Head will respond to the employee's request within two (2) business days.
7. If a leave of absence is granted, prior to receiving any payment under paragraphs 8 or 9 below:
  - a. An employee must exhaust all available paid time off in the following order:
    - i. Unused vacation carried over from the prior year;
    - ii. "Banked" vacation accumulated and,
    - iii. Overtime compensation that the employee requested as time off
  - b. An employee may use vacation for the current year.

8. An employee who has exhausted all available paid time off as described under paragraph 7(a), and who requires additional time off, will apply for the compassionate care benefits available under Employment Insurance (EI). Where an employee is approved for EI compassionate care benefits:
  - i. The Company shall advance payment equal to sixty percent (60%) of base pay during the two (2) week EI waiting period;
  - ii. The Company will subsequently advance payment equal to the difference between the payments received from EI and sixty percent (60%) of the employee's base straight-time pay for a maximum of six (6) weeks, subject to continued government legislation and approval; and,
  - iii. Upon the employee's return to work, the employee's total compensation, including incentive pay, premium pay, commission, and merit pay, will be reduced by forty percent (40%) until the amounts advanced under (i) and (ii) have been fully repaid.
9. An employee who has exhausted all other available paid time off, as described in paragraph 7(a) and EI benefits under paragraph 8, (or who has not qualified to receive EI benefits), and who requires additional time off, may make special application to the Company for a partial salary advance on compassionate grounds. If approved, the employee will be advanced payment equal to sixty percent (60%) of the employee's base straight-time pay. Upon the employee's return to work, the employee's total compensation, including incentive pay, premium pay, commission, and merit pay, will be reduced by forty percent (40%) until the partial salary advance has been fully repaid.
10. Nothing described in the above precludes the Company from granting additional time off, with or without pay, for compassionate reasons.

## **Local History**

### **Where It All Began**

Pay of \$30 a week for six days of work, arbitrary firings, salary cuts, and ridiculous schedules. That's what brought the Guild to the newsrooms of Toronto in the Dirty Thirties. And since then, Local 87-M has been working hard to get a better deal, first for newspaper and now for all media employees.

It seems odd now, but in the 1930s, working Canadians looked south of the border when they wanted strong, dynamic and progressive union representation. For news industry employees, the obvious choice was the American Newspaper Guild, founded in 1933 by a man who was then one of the most renowned columnists in North America, Heywood Broun.

While skilled craft workers such as printers and press operators had long been organized at most major papers, the union idea was new to reporters, editors, advertising sales staff, and circulation and clerical workers.

But a small group of Toronto newsroom workers — many of them women, who were only a small minority of editorial staffers in those days — brought the American Newspaper Guild to Canada in September 1936 with the daunting task of organizing the newsrooms of the four Toronto dailies then publishing.

The new local was called the Toronto Newspaper Guild, Local 87 of the ANG, and its first decade was largely a story of failure. With legal protections weak, publishers were able to get away with subtle and not-so-subtle pressure tactics in order to prevent unions from taking root.

Even at the Toronto Daily Star, known as a friend of labour (and founded by striking printers in the 1890s), an attempt in the early '40s to negotiate a contract collapsed after the company demoted known union supporters and engaged in the kind of blatant intimidation that is outlawed today.

The ANG revoked the charter of the Toronto local in 1943.

### **The First Contract**

But the need and desire for a union didn't die. In 1948, the Toronto Newspaper Guild was resurrected and was able to demonstrate majority support in the Star newsroom.

That meant the Guild could be certified by the Ontario Labour Relations Board under newly enacted labour laws, with the result that the company was obliged to bargain with the union.

The new union's first president was Beland Honderich, later to become publisher and part owner of the Star. Honderich set the tone for this new union when he wrote in the first issue of the local union's newsletter: "We are now trade unionists...members of that great body of men and women who have been striving for years to improve the living standards of Canadian workers...A union, if it is to be successful, must be representative...it must be democratic..."

Those goals continue to motivate this union.

After several months of bargaining, the Guild's first contract in Toronto and indeed the first ANG contract in Canada was signed in April, 1949, containing the milestone pay rate of \$80 a week for reporters/photographers with five years of experience.

The Star proclaimed itself on its news pages as the "first newspaper in Canada to establish the five-day, 40-hour week for editorial employees...it now becomes the first and only Toronto daily newspaper to pay its editorial workers time-and-a-half in cash for overtime."

The Guild was on its way. By 1953, the newsroom of the Toronto Telegram (a paper which eventually folded in 1971) was under Guild contract, and the Globe and Mail followed two years later. At the same time, other departments at the Star followed the newsroom into the union, so that the Guild soon represented advertising sales staff, circulation employees, delivery drivers and accounting clerks totaling almost 1,300 members.

Other early Guild papers in Ontario were the Toronto edition of the Daily Racing Form and the Brantford Expositor, whose mid-1950s unionization marked the local's first foray outside Toronto.

Employees made major gains in wages, benefits and working conditions in those early years, and were generally able to do it without having to resort to strike action.

The first strike in the young local's history took place at the Racing Form in July of 1951. It lasted all of 30 minutes. All 13 members went on strike when the employer refused to implement wage increases that had need negotiated. They returned to work with guarantees that all members would get their increases and they did.

### **The First Strike**

When the Guild's first major strike came, it was at a small paper, and it was a messy one.

Employees at the Thomson-owned Oshawa Times walked out in 1966 in a two-week strike that became one of the biggest Canadian labour battles of the era. While the strike involved only 35 employees, the courts granted a controversial injunction limiting picketing.

That prompted a rebellion in the strong union town, and picket lines swelled to more than 1,000 with the support of other unions.

When the local sheriff showed up to try to enforce the injunction, he was pelted with snowballs and beat a hasty retreat.

Newspaper publishers were outraged, but the strike was settled soon after. A second strike in Oshawa was also long and difficult in 1995 and created the local union's first strike paper operating in competition with the Times. At the end of the strike neither paper survived.

In 1955 the young local union had to confront the loss of one of its early activists and a former president A.O. (Alf) Tate, a Star photographer who was killed in a work accident. Tate and reporter Doug Cronk were assigned to report on a hurricane off the coast of Florida when their plane went missing. Their bodies were never found.

The union honoured Tate by creating a journalism scholarship in his name.

Originally, the scholarship was awarded to a needy grade 11 student who demonstrated ability and was selected by the Toronto School Board. Today the local maintains the A.O. Tate scholarship for a journalism student at Ryerson University in Toronto.

Fred Jones followed Tate as local union president. Jones left the local to work for the international union as a Canadian representative where he continued to work with Local 87.

He later returned to the local as Executive Secretary. His contribution to the union has also been recognized with an internal award. Every year, a local activist is granted an educational subsidy in Jones' honour.

Co-operation between the Guild and other newspaper unions was one of the keys to the gains at the Toronto dailies in the 1950s, but the solidarity was strained in the wake of a disastrous strike by the printers (members of the International Typographical Union) in 1964. The printers at all three dailies took a stand against technological change, but Guild members continued working, and the papers continued publishing with the help of strike breakers. The unionized printers never went back to work.

## **Growth in the 60s, 70s**

The late '60s and the 1970s were a more stable period for the union as the Guild settled into perhaps a too-cosy relationship with the newspaper companies. Organizing of new groups was given little priority. The union, recognizing it was more than just a Toronto organization, changed its name in the late '70s to Southern Ontario Newspaper Guild (SONG), but made no serious effort to expand.

The parent union, recognizing it had members outside the United States, changed its name from American Newspaper Guild to The Newspaper Guild. The early 1970s also saw the first major stirrings of Canadian nationalism within the union, as the Toronto Guild pressed with only minimal success for more Canadian autonomy within the international structure.

The local also had stable leadership through these years. Jack Dobson of the Globe and Mail served 8 terms as local president from 1959 through 1966 when he resigned to become a local union staff representative. Later, John Lowe of the Star led the union for 9 terms from 1976 through 1984. While a woman was not president until 1989 when Gail Lem was first elected, women played a key role in the union and its executive from the earliest days.

Star reporter Judith Robinson was part of the 1939 organizing committee and women like Lillian Thain and Nadia Bozinoff also of the Star, Isabel Greenwood and Jean Pakenham of the Telegram and Margaret Daly of the Star all made fundamental contributions to the union's successes.

The 1980s saw a shakeup at SONG, as new officers were elected with a mandate to organize more workplaces and take a more aggressive approach to negotiations.

At the bargaining table, this new approach saw the Guild's first strike ever at the Toronto Star, in 1983. The 1,500 SONG members were off the job for only four days, including a weekend, but the strike marked a turning point, and companies got the message that they couldn't take the union for granted.

Meanwhile at the Globe and Mail, Guild employees took their first-ever strike vote in 1982, also marking a new era in relations with the company. Those negotiations ended without a strike, and the Globe unit of SONG still has a strike-free record.

Organizing took off in the early '80s, with the Hamilton Spectator newsroom joining SONG and with the landmark organizing drive at Maclean's magazine, where editorial staff went on strike for two weeks in 1983 and gained their first contract. Maclean's part-time employees joined the union in 2005 and these two

groups represent the only unionized operations in the Rogers Publishing empire. The Globe and Mail's outside circulation department and advertising staff also went union.

With those successes, news industry workers saw the benefits of unionization. By the mid-'80s, editorial employees at the Metroland chain of non-daily papers joined SONG and bargained a contract that is seen as the pace-setter in the community newspaper sector. Soon employees of other non-dailies sought out SONG, and the union was expanding rapidly.

In the late 1980's, two of the largest non-union newsrooms in the province — the London Free Press and Kitchener-Waterloo Record — joined SONG, followed by organizing at a number of small Thomson-owned papers. After long and bitter — but successful — first-contract strikes at Thomson papers in Guelph and Cambridge, SONG was able to organize employees at Thomson outlets in Belleville, Chatham, Niagara Falls and Midland. Contracts at all these papers made major improvements in wages.

The 1980's also saw a move for the Guild offices to its current home at 1253 Queen St. E., just east of Leslie St. In 1984, SONG purchased the two-storey former Target air conditioning and heating contractor building for \$170,000. With the rapid expansion of membership and units, the former quarters on the ground floor and basement of a townhouse at 219 Jarvis St. had become cramped.

Despite layoffs and hiring freezes at many papers during the 1990s, SONG's membership continued to grow through organizing.

### **Going Canadian**

Throughout the period of expansion in the 1990's, the leadership of SONG became increasingly frustrated with the lack of attention and service that the Newspaper Guild's Washington head office was providing to Canadians. After a long and unsuccessful campaign for more Canadian autonomy within the Guild international, SONG members voted in 1994 to sever ties with The Newspaper Guild. Shortly afterwards, SONG affiliated with the Communications, Energy and Paperworkers Union of Canada (CEP), an all-Canadian union and Canada's largest media union.

The Guild and the Star again did battle in 1992 during a one-month strike over the company's plans to contract-out its delivery department. The strike failed to stop the company's plans, but got a better deal for the laid-off employees.

In 1996, SONG's long-time president, Gail Lem of the Globe and Mail unit, was elected as the CEP's national vice-president of media, the top officer for the CEP's 15,000-strong media section, representing employees in print and



broadcast across Canada. She was followed in that post by Peter Murdoch, a former Hamilton Spectator reporter and SONG representative.

Despite restrictive labour laws passed by the Conservative government elected in Ontario in 1995, SONG has continued to organize, bringing in employees of ethnic community newspapers at Sing Tao Daily, Share, the Korea Times and the World Journal. In early 2002 a further 350 employees of the London Free Press chose union representation with SONG.

Their Quebecor cousins in the Toronto Sun newsroom joined up in early 2003, followed closely by the Local's first broadcasting bargaining units at CHUM's New PL/WI/NX later known as the A Channel and Corus. Soon after pre-press employees at the Toronto Sun and editorial employees at the Ottawa Sun chose SONG.

In addition, employees at the Stratford Beacon Herald and the Simcoe Reformer and the free daily Metro have joined SONG. By 2004, the Local represented media workers in newspapers, magazines, book publishing, television and specialty broadcasting, radio and Internet. In recognition of this diversity, we changed the name of our Local to the Southern Ontario Newsmedia Guild.

### **Expanding Beyond Southern Ontario**

In 2008, SONG expanded in a big way to the Ottawa area where we'd already organized the Ottawa Sun.

Beginning in January 2008, we added seven media units from the former Local 102-O, including the House of Commons broadcast/technical group, the Ottawa Citizen mailroom, the Winchester Press, the Glengarry News, the Pembroke Observer and the audio-video units, TelAv (now Freeman Audio-Visual) and Electronic Language Communications (ELC).

The organizing continued with the addition of the Sarnia Observer editorial department in late 2008. In 2010, both the Metroland Ottawa and the Chinese-language Ming Pao units were added. Ming Pao workers didn't get their first contract, however, until 2012, following a strike and government-ordered first contract arbitration.

Despite the organizing efforts of locals like 87-M, the national union during the first decade of the 21st century suffered major membership declines due to the effect of globalization and the 2009 financial crisis. Many jobs in the heavily-unionized manufacturing sector were outsourced to low-wage countries in Asia. This led to merger discussions between CEP and the Canadian Auto Workers, which were consummated with the creation of a new union, Unifor, on Aug. 31, 2013. Unifor instantly became the largest private-sector union with more than

320,000 members in Canada and a formidable force for worker rights and social justice.

**With the merger, CEP Local 87-M dropped its Southern Ontario Newsmedia Guild label and became simply Unifor Local 87-M. It now represents 2,500 workers in all aspects of the media in Ontario and 37 different workplaces. The Local and its members confront daily issues of media concentration, editorial integrity, contracting out, job security, pensions, the declining circulation of paid daily newspapers, and economic pressures in the graphical sector.**

In June 2014, 87-M grew again when some 100 members of Ottawa-based Local 588-G – print graphical employees at Canadian Bank Note, B.A. International and the federal government’s Treasury Board – voted to join the Local, increasing its unionized workplaces in eastern Ontario alone to 13.

And in 2015 we added our first online unit in Sun Media's Canoe website.

The Local has had, and continues to have, success in supporting its members on their critical issues because of the willingness of members to volunteer their time and use their energy and creativity. Some take time from their careers to work full-time as local president or on local staff. In addition, the Local has been well served by the dedication of its staff hired from outside the membership. Men and women who have spent countless hours in the negotiation and administration of collective agreements and ensuring the infrastructure of the local functioned on a day-today basis.

**Unifor Local 87-M continues to move forward as it reaches out to workers in journalism, advertising, IT, broadcasting, delivery, graphics, printing, web design, administration, finance, marketing, promotion, audio-visual, library, research, education and accounting.**